



CFN 20180380805

OR BK 30166 PG 1151  
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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1151 - 1154; (4pgs)

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**PALM BEACH COUNTY REMOVAL AGREEMENT**

(INDIVIDUAL)

WHEREAS, CHARLES NAVARRO is/are the fee simple owner(s), hereinafter "owner", of a parcel of real property, hereinafter "property", located in Palm Beach County, Florida, more particularly described as follows:

LOT 37 PLAT 4 WYNNEWOOD ACRES

WHEREAS, owner desires to obtain permission from the Department of Engineering and Public Works to construct a BRICK PAVED DRIVEWAY driveway (herein referred to as driveway) within County controlled right-of-way known as STONEWAY adjacent to the property; and

WHEREAS, the owner covenants that he/she is the fee simple owner of the property and that there is/is not at present a mortgage held by FIRST CHOICE CRE; and

WHEREAS, owner states that he/she will assume all and full maintenance responsibilities for this driveway. The driveway shall not be constructed through the sidewalk.  
**Neither paver blocks nor stamped concrete are allowed in the sidewalks.**

NOW, THEREFORE, in consideration of one dollar (\$1.00), the County not immediately enforcing its rights or the rights of any others now existing, or which may in the future exist, and other good and valuable consideration, the receipt of which is hereby acknowledged, the owner hereby agrees with Palm Beach County to remove at no expense to Palm Beach County, the driveway from the road right-of-way within fifteen (15) days of written notice addressed to him/her or his/her successors in interest at the property, (Address)

1314 STONEWAY LN

(City, State and Zip Code) WPB. FL. 33419 notifying him/her it is determined by the County that it is necessary for the safe and efficient operation of the road right-of-way to construct, repair, improve, maintain, alter or relocate all, or any portion of, the right-of-way, the owner shall remove improvements from the right-of-way and return the right-of-way to its original condition. The owner also agrees to repair or replace the driveway

Palm Beach County or as a result of any permitted utilities construction or maintenance

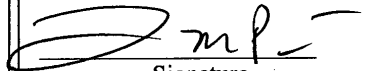
For and in consideration of an additional one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, owner hereby agrees to indemnify, defend, and save County harmless against any and all claims, demands, actions, suits, proceedings, judgments, liabilities, losses and damage to property, (including wrongful death and impairment of any property interest), or for any other matter or thing arising out of or in any manner connected with this Agreement, the placement of the driveway within the right-of-way, or any act or omission of Owner, its agents, employees, contractors, licensees and invitees. The foregoing indemnification shall specifically include indemnification against any negligence on the part of the County in allowing the driveway to be placed in the location and the manner permitted pursuant to this Agreement.

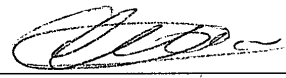
In the event that the owner fails to remove the driveway located in the right-of-way within the fifteen (15) days set forth herein, County may remove the driveway without further notice, and the owner shall be responsible for the County's direct and indirect costs of removal. The County may record, and such costs of removal shall be, a lien against the owner's property.


It is agreed by the owner, his/her heirs, successors, and assigns hereto that this Agreement will be recorded in the Official Records of Palm Beach County, Florida, and that this Agreement shall be a covenant running with the land and be binding upon the owner, his/her heirs, personal representatives, grantees, assigns and successors in interest of the owners.

SIGNED, SEALED, EXECUTED AND ACKNOWLEDGED on this 3<sup>rd</sup> day of October 20 18.

WITNESSES:

  
Signature  
Laticiana Preston  
Print Name (1)

By: (1)   
CHARLES NAVARRO

  
Signature  
Jaylene Davis  
Print Name (2)

By: (2) \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name (1)

By: (1) \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name (2)

By: (2) \_\_\_\_\_

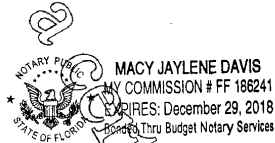
TYPE OR PRINT

CHARLES NAVARRO  
NAME(S)

1314 STONEWAY LN  
WDB. FL. 33417  
ADDRESS

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of October,  
20 18 by Charles Navarro who personally appeared before me  
or who has produced FL DL as identification and who did/did not  
take an oath.



Macy Jaylene Davis  
(Signature of Notary)  
Macy Jaylene Davis  
(Typed, Printed or Stamped Name of Notary)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20 \_\_\_ by \_\_\_\_\_ who personally appeared before me  
or who has produced \_\_\_\_\_ as identification and who did/did not  
take an oath.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Typed, Printed or Stamped Name of Notary)

RECEIVED FOR FILING BY  
LAND DEVELOPMENT DIVISION

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

Ref: removal agreement individual

Revised 4/19/11, 11/17/2015

